

STATE OF INDIANA) IN THE ALLEN SUPERIOR COURT
) SS:
COUNTY OF ALLEN) CAUSE NO:

SYNERGY RESTAURANT)
GROUP, LLC d/b/a RALLY'S,)
)
Plaintiff,)
V.)
)
)
NATIONWIDE MUTUAL)
INSURANCE COMPANY and)
ALLIED INSURANCE)
COMPANY OF AMERICA,)
Defendants.)

COMPLAINT

COMES NOW the Plaintiff, Synergy Restaurant Group, LLC d/b/a Rally's ("Synergy") by counsel, for its causes of action against the Defendants, Nationwide Mutual Insurance Company ("Nationwide") and Allied Insurance Company of America ("Allied"), states and alleges as follows:

I. INTRODUCTION

1. Synergy is an Indiana for profit corporation with its headquarters located in Babylon, New York, which operates, among other facilities, a Rally's restaurant located at 5607 South Anthony Boulevard in Fort Wayne, Indiana. On or about June 7, 2019, there was a fire at the Rally's Restaurant located at 5607 South Anthony Boulevard which caused substantial damage to the restaurant. At the time of the fire, Synergy was an insured under a policy of insurance with Nationwide and Allied, a copy of which is attached hereto as *Exhibit 1*.

Synergy contends that Nationwide and Allied have failed to pay approximately one hundred and fifty-three thousand dollars (\$153,000) due under the Policy coverages relating to

damages from the fire. Synergy has made demand on Nationwide and Allied for the payment but those insurance companies have refused and continue to refuse to pay same. A copy of Synergy's counsel's January 27, 2020 letter to Nationwide and Allied is attached hereto as ***Exhibit 2***.

In addition to its claim for breach of the insurance contract between the parties, Synergy is also pursuing a claim against Nationwide and Allied for breach of the duty of good faith and fair dealing with respect to the handling of the claim.

Synergy seeks all available legal and equitable relief including, but not limited to, compensatory and punitive damages, costs of this action, and any other relief the Court deems appropriate under the circumstances.

II. PARTIES

2. Synergy is a limited liability company organized and existing under and by virtue of the laws of the State of Indiana with its principal office located at 103 Cooper Street, Babylon, New York 11702 and which operates a Rally's Restaurant located at 5607 South Anthony Boulevard in Fort Wayne, Indiana.

3. Nationwide is a mutual insurance company licensed to do business in the State of Indiana with its principal headquarters located in Columbus, Ohio.

4. Allied is an insurance company licensed to do business in the State of Indiana with its headquarters located in Des Moines, Iowa. At all times relevant hereto, Nationwide was the parent organization of Allied.

III. FACTS

5. Synergy incorporates by reference paragraphs 1-4 of this Complaint as if same were fully set forth herein.

6. On or about December, 2018, Synergy entered into an insurance agreement with Nationwide and Allied insuring, among other things, Synergy's Rally's restaurant located at 5607 South Anthony Boulevard in Fort Wayne, Indiana from such perils as fire. A copy of the Insurance Commercial Package ACP 30-1-8571932 is attached hereto as ***Exhibit 1***.

7. On or about June 7, 2019, the Rally's restaurant located at 5607 South Anthony Boulevard in Fort Wayne, Indiana suffered substantial damage from a fire.

8. Synergy submitted its claims and proof of loss to Nationwide and Allied but Synergy is still owed approximately one hundred and fifty-three thousand dollars (\$153,000) due under the policy coverages related to damages from the fire.

9. Synergy has had substantial communication with Nationwide and Allied regarding payment of its claim and has made repeated demands for payment, however, no payment has been forthcoming.

10. Synergy has complied with all conditions precedent under the policy.

11. Nationwide and Allied have breached their duties of good faith and fair dealing with respect to the handling and payment of this claim, causing damage to Synergy.

12. The conduct of Nationwide and Allied in not properly handling or paying the claim was willful, malicious, and oppressive entitling Synergy to punitive damages.

IV. **STATEMENT OF CLAIMS**
COUNT I.
BREACH OF CONTRACT

13. Synergy incorporates by reference paragraphs 1-12 of this Complaint as if same were fully set forth herein.

14. Synergy had an insurance agreement with Nationwide and Allied with respect to the Rally's restaurant located at 5607 South Anthony Boulevard in Fort Wayne, Indiana for damages from, among other things, the peril of fire.

15. Nationwide and Allied breached the insurance agreement with Synergy by failing to make approximately one hundred and fifty-three thousand dollars (\$153,000) in payments due under the policy.

16. As a result of the breach of contract by Nationwide and Allied, Synergy has been damaged.

COUNT II.
BREACH OF THE DUTY OF
GOOD FAITH AND FAIR DEALING

17. Synergy incorporates by reference paragraphs 1-16 of this Complaint as if same were fully set forth herein.

18. Nationwide and Allied breached their duty of good faith and fair dealing with respect to the handling and payment of the claim of Synergy with respect to the fire at its restaurant.

19. As a result of Nationwide and Allied's failure to comply with their duty of good faith and fair dealing, Synergy has been damaged.

20. Because of the oppressive, willful and malicious conduct of Nationwide and Allied, Synergy is entitled to punitive damages in an amount sufficient to deter them from such future conduct.

V. PRAYER FOR RELIEF

WHEREFORE, Synergy prays for judgment against the Defendants, and each of them, and for the following relief.

- a) damages for the breach of contract;

- b) compensatory damages related to the breach of duty of good faith and fair dealing;
- c) punitive damages;
- d) costs of this action; and
- e) all other relief appropriate under the circumstances.

Respectfully submitted,

THEISEN & ASSOCIATES, LLC

/s/Nathaniel O. Hubley
John C. Theisen (549-02)
Nathaniel O. Hubley (28609-64)
810 South Calhoun Street, Suite 200
Fort Wayne, Indiana 46802
Telephone: (260) 422-4255
Facsimile: (260) 422-4245
ATTORNEYS FOR PLAINTIFF

Nationwide®
Is on your side

61 106 43 PZ

SYNERGY RESTAURANT GROUP, LLC.
DBA RALLY'S
103 COOPER ST
BABYLON, NY 11702-2368

PLEASE KEEP THIS FOR YOUR RECORDS

We are pleased to serve your business insurance needs. Our company is committed to providing you high quality insurance protection and superior service.

If you should have any questions about your insurance portfolio or if you wish to make a change to your policy, please contact your agent.

IMPORTANT INFORMATION ABOUT YOUR POLICY . . .

Please spend a few minutes to read and understand your policy. Some items to which you should pay special attention are as follows:

- **Special Required State Notices.** These notices, when included, point out specific items concerning your policy. We urge you to read them.
- **Declarations Page.** This shows such information as your name, address, the coverages provided, the policy term, policy limits, list of coverage forms, premium amounts, and other individualized information.
- **Coverage and Endorsement Forms.** This is the section of your policy which provides policy and coverage information. Please read it carefully.

POLICY NUMBER
ACP 30-1-8571932

BILLING ACCOUNT NUMBER
211490884

Your Commercial Insurance Portfolio

Courtesy of :

AGENCY - KS- 31145

LOCKTON AFFINITY LLC
PO BOX 410679
KANSAS CITY MO 64141-0679

AGENCY PHONE # 913-652-7500

COMMERCIAL PACKAGE - ACP 30-1-8571932

Nationwide®
Is on your side

IN 74 42 03 07

IMPORTANT INSURANCE INFORMATION

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

CONSUMER REPORT INQUIRY NOTICE

Consumer reports, including credit history may have been ordered from a consumer reporting agency to underwrite and/or rate your insurance policy. You have the right to access this information and request correction of any inaccuracies. Your consumer reports, including your credit history are not affected in any way by our inquiry.

We are committed to respecting your privacy and safeguarding your personal information.

IN 74 42 03 07

Page 1 of 1

ACP 30-1-8671932

LD06 18305

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Nationwide®
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ALLIED COM-PAK SUMMARY

PRINTED 11/02/2018

1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

Number:	ACP 3018571932	Effective from 12/28/2018	to 12/28/2019
Named Insured:	SYNERGY RESTAURANT GROUP, LLC. DBA RALLY'S		
Mailing Address:	103 COOPER ST BABYLON, NY 11702-2368		
Agency Name:	LOCKTON AFFINITY LLC	15 31145-002	43
Agency Address: Producer:	KANSAS CITY MO 64141-0679 STEVEN L EGINOIRE	(913)652-7500	

Division	Program	Total Premium
A	PREMIER BUSINESSOWNERS - FOOD SERVICE (AICOA)	\$ 22,341.00
B	WORKERS COMPENSATION & EMP. LIAB. (ALLIED P & C)	\$ 14,201.51
C	COMMERCIAL UMBRELLA LIABILITY (AMCO)	\$ 2,850.00

Not a bill. Your bill is sent separately.

AI

Estimated Total Premium: \$ 39,392.51

This Com-Pak is a portfolio of individual policies which serves to combine various insurance coverages written under a group of separate contracts of insurance.

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ACP 3018571932

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IN 72 39 01 15

**NOTICE OF TERRORISM INSURANCE COVERAGE
NOTICE – DISCLOSURE OF PREMIUM**

Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto, Crime, and Workers Compensation

(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.)

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government pays the following percentage of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

85%, for insured losses occurring before January 1, 2016;
84%, for insured losses occurring during the 2016 calendar year;
83%, for insured losses occurring during the 2017 calendar year;
82%, for insured losses occurring during the 2018 calendar year;
81%, for insured losses occurring during the 2019 calendar year; and
80%, for insured losses occurring on or after January 1, 2020.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for that portion of losses covered by the United States Government under the Act.

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ACP 3018571932

Page 1 of 1

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PREMIER BUSINESS OWNERS - FOOD SERVICE (AICOA)

IN 74 04 01 07

IMPORTANT FLOOD INSURANCE NOTICE

Thank you for the opportunity to provide your important insurance protection. As your insurance provider, we like to keep you informed of important issues that can potentially impact your property assets. This letter is to remind you of the importance of considering flood insurance and the importance of reviewing your policies on a regular basis.

Your Commercial Property (Premier Businessowners, and/or Commercial Property) and Farmowners' policy does not cover damage from floods to any property resulting directly or indirectly from "water." Excluded "water" losses include, but are not limited to those caused by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not. These types of loss or damage caused by "Water" are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. You will need to read your policy for all of the details about excluded water losses. This is just a summary of the excluded water losses to highlight some important flood-related issues.

In most communities, you can obtain flood insurance through your agent that is backed by the federal government's National Flood Insurance Program. In those qualifying communities, you can obtain flood insurance protection for your property regardless of your flood zone or flood risk.

Your agent can assist you in 1) determining if your community participates in the National Flood Insurance Program, 2) assessing your flood risk, and 3) understanding flood policy availability. To learn more about flood insurance and your risk of flooding access the National Flood Insurance Program's consumer website at www.FloodSmart.gov.

As you consider the risk of flooding in your area and consider your options for obtaining valuable protection, consider that:

- All property is in a flood zone, regardless of whether an area has been defined as high risk or low risk.
- Nearly 25% of all flood claims are for properties located in lower-risk flood areas or locations where flooding is not expected.
- Floods can happen anywhere, at any time, causing anguish, destruction, and financial damage.
- Changing weather patterns, as well as residential and business development, may increase your chance of experiencing a flood.
- Flooding can occur as a result of clogged, overloaded, or inadequate storm drains. You don't have to live near a body of water to be flooded.
- Federal disaster assistance is often a loan and must be repaid with interest.
- Your commercial property and/or farmowner policies exclude loss by flooding.

Ask your agent about obtaining flood insurance for commercial property today. Thank you for choosing us to meet your insurance needs. We value your business.

IN 74 04 01 07

Page 1 of 1

ACP BPFL3018671932

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IN 78 09 11 15

★★★★★★★ IMPORTANT INSURANCE INFORMATION ★★★★★★★

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

DATA BREACH & IDENTITY RECOVERY SERVICES

Data Breach Services Information:

Through a partnership with Hartford Steam Boiler, you have access to a data breach risk management portal called the eRiskHub®. The portal is designed to help you understand data information exposures, help you plan and be prepared for a data breach, and establish a response plan to manage the costs and minimize the effects of a data breach.

Key features of the portal include:

- Incident Response Plan Roadmap – suggested steps your business can take following data breach incident. Having an incident response plan prepared in advance of a breach can be useful for defense of potential litigation.
- Online Training Modules – ready-to-use training for your business on privacy best practices and Red Flag Rules.
- Risk Management Tools- assist your business in managing data breach exposures including self-assessments and state breach notification laws.
- eRisk Resources – a directory to quickly find external resources on pre and post-breach disciplines.
- News Center – cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links.
- Learning Center – best practices and white papers written by leading authorities.

To access the eRiskHub® portal:

- Enter <https://www.eriskhub.com/nationwide> in your browser.
- Complete the information, including your name and company. Your User ID and Password are case-sensitive.
- Enter your assigned access code: 12116-73.
- Enter the challenge word on the screen, and click "Submit" and follow the instructions to complete your profile setup.
- You can now login to the portal.

You also have access to a help-line to answer breach related questions. Insureds having questions pertaining to how to prepare for a breach, help in identifying a breach, or other questions pertaining to breach related best practices can call our breach preparedness help-line. Experienced professionals are able to provide insights to help insureds understand the complicated environment pertaining to breaches of personal information. The breach preparedness help-line is 877-800-5028.

IN 78 09 11 15

Page 1 of 2

IN 78 09 11 15

In addition, you have the ability to purchase Data Compromise Insurance coverage and CyberOne Insurance coverage.

The Data Compromise coverage covers the costs incurred by an insured to respond to a data breach, including expenses related to forensic information technology review, legal review, notification to affected individuals, services to affected individuals, public relations services. Insureds will also have the ability to include Data Compromise Defense and Liability coverage which covers the liability from a suit brought by an individual affected by the data breach.

CyberOne coverage protects businesses against damage to electronic data and computer systems from a virus or other computer attack. It also protects a business's liability to third parties that may have suffered damage due to security weaknesses in the business's computer system.

Identity Recovery Services Information:

Through a partnership Hartford Steam Boiler, you will have access to a Toll-Free Identity Recovery Help Line designed to provide education about identity theft and identity theft risks. The toll-free Help Line is staffed by experienced identity theft counsellors who can answer questions and provide useful information and resources to identity theft victims. The Identity Recovery Help Line number is 877-800-5028.

In addition, you have the ability to buy Identity Recovery insurance coverage as an included element of Data Compromise coverage or separately, on its own. The Identity Recovery coverage insures against the theft of identities of the insured's key owners, officers, and resident family members. The coverage provides the services of an identity theft case manager and pays for various out-of-pocket expenses due to a covered identity theft, including:

- Legal fees for answer of civil judgments and defense of criminal charges
- Phone, postage, shipping fees
- Notary and filing fees
- Credit bureau reports
- Lost Wages and Child or Elder Care
- Mental Health Counseling costs (Not Available in NY)
- Miscellaneous Expense coverage

IN 78 54 07 17

IMPORTANT INSURANCE INFORMATION

This Notice does not form a part of the insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read the policy, including all endorsements attached to the policy.

PROTECTIVE SAFEGUARD ENDORSEMENT ADVISORY NOTICE TO POLICYHOLDERS

This Advisory Notice provides information concerning the following protective safeguards endorsements, which apply to the new or renewal policy being issued:

Burglary and Robbery Protective Safeguards – CP 12 11
Burglary and Robbery Protective Safeguards – CP 73 02
Protective Devices Endorsement – IM 7853
Protective Devices or Services Provision - CRA 505
Protective Safeguards - CP 73 01
Protective Safeguards - OP 04 04
Protective Safeguards - PB 04 30
South Dakota Protective Safeguards - CP 04 12
Protective Devices Endorsement - IMA 930

This policy is written with a protective safeguards endorsement. See the policy declarations to determine the specific endorsement that applies to this policy. Note that acceptance of the policy, in the payment of premium, constitutes the insured's understanding and acknowledgement of the risk of loss of insurance at the scheduled building if the protective safeguard is not maintained. The scheduled protective safeguard(s) scheduled endorsement must be:

- In place;
- Operational; and
- Maintained in good working order

at the building shown on the endorsement.

Failure to comply with any of these conditions, may result in loss of insurance coverage.

The endorsement provides explicit instructions to preserve coverage under the policy should it become necessary to suspend or disable the scheduled protective safeguard(s). Please read the endorsement thoroughly to understand and comply with these conditions. Contact your producer for questions or additional information regarding this endorsement.

The condition in this endorsement applies to all coverages provided by the insurance, including (if any) property damage and business income coverages, unless stated otherwise in your policy.

IN 78 54 07 17

Page 1 of 1

ACP BPFL3018571932

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ALLIED INSURANCE CO OF AMERICA
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

15 31145
RENEWAL

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE COMMON DECLARATIONS

Policy Number: ACP BPFL 3018571932

Named Insured: SYNERGY RESTAURANT GROUP, LLC - DBA
RALLY'S

Mailing Address: 103 COOPER ST
BABYLON, NY 11702-2368

Agency: LOCKTON AFFINITY LLC
Address: KANSAS CITY MO 64141-0679

Agency Phone Number: (913)652-7500

Policy Period: Effective From 12-28-18 To 12-28-19
12:01 AM Standard Time at your principal place of business.

Form of your business entity: LIMITED LIABILITY CO

Description of your business: RESTAURANT ESTABLISHMENT

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

CONTINUATION PROVISION: If we offer to continue your coverage and you or your representative do not accept, this policy will automatically terminate on the expiration date of the current policy period stated above. Failure to pay the required premium when due shall mean that you have not accepted our offer to continue your coverage. This policy will terminate sooner if any portion of the current policy period premium is not paid when due.

RENEWAL POLICY NOTICE: In an effort to keep insurance premiums as low as possible, we have streamlined your renewal policy by not including printed copies of policy forms or endorsements that have not changed from your expiring policies, unless they include variable information that is unique to you. Refer to your prior policies for printed copies of these forms. If you have a need for any form, they are available by request from your agent.

CONSUMER COMPLAINTS AND IMPORTANT INSURANCE INFORMATION - INDIANA: We are here to serve you. As our policyholder, your satisfaction is very important to us. If you have a question about your policy or if you need assistance with a problem you should first contact your insurance agent or you may contact a company representative at 1-866-322-3214. To report a claim, please call 1-800-282-1446. If you have a valid claim, we fully expect to provide a fair settlement in a timely fashion. Should you feel you are not being treated fairly with respect to a complaint, you may contact the Indiana Department of Insurance by writing or calling: Indiana Department of Insurance, Consumer Services Division, 311 West Washington St, Indianapolis, IN 46204-2787 phone: 317-232-2395 or 1-800-622-4461 fax: 317-232-5251 consumer@doi.state.in.us

TOTAL POLICY PREMIUM \$ 22,341.00

Previous Policy Number			
ACP BPFL 3008571932	ENTRY DATE	11-01-18	Countersignature _____ Date _____

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

PB 81 00 (01-01)

Page 1 of 2

DIRECT BILL LD06

KSI

INSURED COPY

UID 10

43 04830

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

SCHEDULE OF NAMED INSUREDS

Policy Number: ACP BPFL 3018571932

From 12-28-18

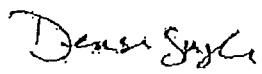
Policy Period:
To 12-28-19

Named Insured:

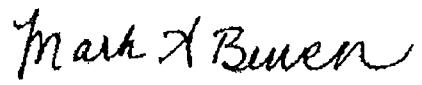
SYNERGY RESTAURANT GROUP, LLC - DBA
RALLY'S

ALLIED INSURANCE COMPANY OF AMERICA

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its president and secretary and countersigned as may be required on the declarations page by a duly authorized representative of the company.



SECRETARY



PRESIDENT

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: ACP BPFL3018571932

Policy Period:

From 12-28-18 To 12-28-19

Additional Interest: Interest Number: Loan Number:
Interest:Additional Interest: Interest Number: Loan Number:
Interest:

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE PROPERTY DECLARATIONS

Policy Number: ACP BPFL3018571932

Policy Period:
From 12-28-18 To 12-28-19

Description of Premises Number: 002 Building Number: 001 Construction: JOISTED MASONRY
Premises Address 4810 COLDWATER RD FORT WAYNE IN 46825-5531
Premises ID
Occupancy T Classification: FAST FOOD - FRANCHISED ONLY - WITHOUT PLAYGROUND - HAMBURGER
Described as: FAST FOOD - HAMBURGER - NO PLAYGROUND (45312)

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a \$ 1,000 Deductible, unless otherwise stated.

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See PB 04 30 for a description of each symbol. APPLICABLE SYMBOLS: P-2; P-8; P-7;

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: ACP BPFL3018571932

Policy Period:

From 12-28-18 To 12-28-19

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
Interest:		

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE
PROPERTY DECLARATIONS

Policy Number: ACP BPFL3018571932

Policy Period:
From 12-28-18 To 12-28-19

Description of Premises Number: 003 Building Number: 001 Construction: JOISTED MASONRY
Premises Address 320 W JEFFERSON BLVD FORT WAYNE IN 46802-3017
Premises ID
Occupancy T Classification: FAST FOOD - FRANCHISED ONLY - WITHOUT PLAYGROUND - HAMBURGER
Described as: FAST FOOD - HAMBURGER - NO PLAYGROUND (45312)

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a \$ 1,000 Deductible, unless otherwise stated.

OPTIONAL COVERAGES - Other frequently purchased coverage options.

OPTIONAL COVERAGE Other Frequently purchased coverage options		INCLUDED
Employee Dishonesty	\$25,000 Policy Occurrence	NOT PROVIDED
Ordinance or Law - 1 - Loss to Undamaged Portion		NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction		NOT PROVIDED
Ordinance or Law Broadened		NOT PROVIDED
Food Service PLUS Endorsement (PB2002)		INCLUDED
Spoilage From Power Outage - \$500 Deductible		\$10,000
ADVANTAGE - Blanket Additional Limit		\$100,000
Utility Services - Covered Property is Building/Business Personal Property-12 Hr Waiting Period		\$10,000
Supply Services: Water; Communication including Overhead Transmission Lines;		
Power including Overhead Transmission Lines		

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards Identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See PB 04 30 for a description of each symbol. APPLICABLE SYMBOLS: P-2; P-8; P-7;

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: ACP BPFL3018571932

Policy Period:

From 12-28-18 To 12-28-19

Additional Interest: Interest Number: Loan Number:
Interest:Additional Interest: Interest Number: Loan Number:
Interest:

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE
PROPERTY DECLARATIONS

Policy Period:
From 12-28-18 To 12-28-19

Policy Number: ACP BPFL3018571932

Description of Premises Number: 004 Building Number: 001 Construction: JOISTED MASONRY
Premises Address 2021 S MICHIGAN ST SOUTH BEND IN 46613-2326
Premises ID
Occupancy T Classification: FAST FOOD - FRANCHISED ONLY - WITHOUT PLAYGROUND - HAMBURGER
Described as: FAST FOOD - HAMBURGER - NO PLAYGROUND (45312)

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a **\$ 1,000** Deductible, unless otherwise stated.

OPTIONAL COVERAGES - Other frequently purchased coverage options.

Employee Dishonesty	\$25,000 Policy Occurrence	INCLUDED
Ordinance or Law - 1 - Loss to Undamaged Portion		NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction		NOT PROVIDED
Ordinance or Law Broadened		NOT PROVIDED
Food Service PLUS Endorsement (PB2002)		INCLUDED
Spoilage From Power Outage - \$500 Deductible		\$10,000
ADVANTAGE - Blanket Additional Limit		\$100,000
Utility Services - Covered Property is Building/Business Personal Property-12 Hr Waiting Period		\$10,000
Supply Services: Water; Communication including Overhead Transmission Lines;		
Power including Overhead Transmission Lines		

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See PB 04 30 for a description of each symbol. APPLICABLE SYMBOLS: P-2; P-8; P-7;

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: ACP BPFL3018571932

Policy Period:

From 12-28-18 To 12-28-19

Additional Interest: Interest Number: Loan Number:
Interest:Additional Interest: Interest Number: Loan Number:
Interest:

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE PROPERTY DECLARATIONS

Policy Period:
From 12-28-18 To 12-28-19

Policy Number: ACP BPFL3018571932

Description of Premises Number: 005 Building Number: 001 Construction: JOISTED MASONRY
Premises Address 3906 E STATE BLVD FORT WAYNE IN 46805-4949
Premises ID
Occupancy T Classification: FAST FOOD - FRANCHISED ONLY - WITHOUT PLAYGROUND - HAMBURGER
Described as: FAST FOOD - HAMBURGER - NO PLAYGROUND (45312)

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a \$ 1,000 Deductible, unless otherwise stated.

OPTIONAL COVERAGES - Other frequently purchased coverage options.

Employee Dishonesty	\$25,000 Policy Occurrence	INCLUDED
Ordinance or Law - 1 - Loss to Undamaged Portion		NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction		NOT PROVIDED
Ordinance or Law Broadened		NOT PROVIDED
Food Service PLUS Endorsement (PB2002)		INCLUDED
Spoilage From Power Outage - \$500 Deductible		\$10,000
ADVANTAGE - Blanket Additional Limit		\$100,000
Utility Services - Covered Property is Building/Business Personal Property-12 Hr Waiting Period		\$10,000
Supply Services: Water; Communication including Overhead Transmission Lines;		
Power including Overhead Transmission Lines		

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See PB 04 30 for a description of each symbol. APPLICABLE SYMBOLS: P-2; P-8; P-7;

PREMIER BUSINESS OWNERS POLICY**PREMIER FOOD SERVICE****MORTGAGEE ASSIGNMENT INFORMATION**

Policy Number: ACP BPFL3018571932

Policy Period:

From 12-28-18 To 12-28-19

Additional Interest: Interest Number: Loan Number:
Interest:Additional Interest: Interest Number: Loan Number:
Interest:

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE
PROPERTY DECLARATIONS

Policy Number: ACP BPFL3018571932 From 12-28-18 To 12-28-19
Description of Premises Number: 006 Building Number: 001 Construction: JOISTED MASONRY
Premises Address 410 W MCKINLEY AVE MISHAWAKA IN 46545-5522
Premises ID
Occupancy T Classification: FAST FOOD - FRANCHISED ONLY - WITHOUT PLAYGROUND - HAMBURGER
Described as: FAST FOOD - HAMBURGER - NO PLAYGROUND (45312)

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a \$ 1,000 Deductible, unless otherwise stated.

OPTIONAL COVERAGES - Other frequently purchased coverage options.

Employee Dishonesty	\$25,000 Policy Occurrence	INCLUDED
Ordinance or Law - 1 - Loss to Undamaged Portion		NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction		NOT PROVIDED
Ordinance or Law Broadened		NOT PROVIDED
Food Service PLUS Endorsement (PB2002)		INCLUDED
Spoilage From Power Outage - \$500 Deductible		\$10,000
ADVANTAGE - Blanket Additional Limit		\$100,000
Utility Services - Covered Property is Building/Business Personal Property-12 Hr Waiting Period		\$10,000
Supply Services: Water; Communication Including Overhead Transmission Lines;		
Power Including Overhead Transmission Lines		

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See PB 04 30 for a description of each symbol. APPLICABLE SYMBOLS: P-2; P-8; P-7;

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: ACP BPFL3018571932

Policy Period:

From 12-28-18 To 12-28-19

Additional Interest:	Interest Number:	Loan Number:
Interest:		

Additional Interest:	Interest Number:	Loan Number:
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Interest:		

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: ACP BPFL3018571932

Policy Period:
From 12-28-18 To 12-28-19Additional Interest: Interest Number: Loan Number:
Interest:Additional Interest: Interest Number: Loan Number:
Interest:

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Period:

From 12-28-18 To 12-28-19

Policy Number: ACP BPFL3018571932

Additional Interest: Interest Number: Loan Number:
Interest:Additional Interest: Interest Number: Loan Number:
Interest:

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

LIABILITY DECLARATIONS

Policy Number: ACP BPFL 3018571932

Policy Period:

From 12-28-18 To 12-28-19

LIMITS OF INSURANCE

Each Occurrence Limit of Insurance	Per Occurrence	\$1,000,000
Medical Payments Coverage Sub Limit	Per Person	\$1,000
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	\$300,000
Personal and Advertising Injury	Per Person Or Organization	\$1,000,000
Products – Completed Operations Aggregate	All Occurrences	\$2,000,000
General Aggregate	All Occurrences	\$2,000,000
(Other than Products – Completed Operations)		

AUTOMATIC ADDITIONAL INSUREDS STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
 Controlling Interest
 Grantor of Franchise or License
 Lessors of Leased Equipment
 Managers or Lessors of Leased Premises
 Mortgagee, Assignee or Receiver
 Owners or Other Interest from Whom Land has been Leased
 State or Political Subdivisions - Permits Relating to Premises

PROPERTY DAMAGE DEDUCTIBLE

NONE

OPTIONAL COVERAGES

Hired Auto Liability Coverage	Included in Each Occurrence Limit of Insurance
Nonowned Auto Liability Coverage	Included in Each Occurrence Limit of Insurance

The Liability portion of your total policy premium is an advance premium and may be subject to adjustment

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Page 1 of 2
43 04849

PREMIER BUSINESS OWNERS POLICY

PREMIER FOOD SERVICE

FORMS AND ENDORSEMENTS SUMMARY

Policy Number: ACP BPFL 3018571932

Policy Period:

From 12-28-18 To 12-28-19

FORM NUMBER

TITLE

L10021	0101	NUCLEAR ENERGY LIABILITY EXCLUSION
PB0002	1114	PREMIER BUSINESS OWNERS
PB0006	1114	PREMIER BUSINESS OWNERS LIABILITY COVERAGE FORM
PB0009	1114	PREMIER BUSINESS OWNERS COMMON POLICY CONDITIONS
PB0404	0101	Hired Auto and Non-Owned Auto Liability
PB0430	0516	Protective Safeguards
PB0456	1114	Utility Services Additional Coverage (including Business Inc
PB0523	0715	Cap on Losses from Certified Acts of Terrorism
PB1504	1114	Access or Disclosure of Confidential or Personal Information
PB2002	1114	Food Service Plus Endorsement
PB2099	0411	Business Owners Advantage
PB2998	0908	Exclusion - Violation of Consumer Protection Statutes
PB2999	0215	Exclusion - Fungi or Bacteria
PB5803	0215	Franchise Upgrade Endorsement
PB6308	0910	Definition of Pollutants
PB9013	0717	Indiana Amendatory Endorsement

IMPORTANT NOTICES

IN7404	0107	IMPORTANT FLOOD INSURANCE NOTICE
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES
IN7854	0717	PROTECTIVE SAFEGUARDS ENDORSEMENT ADVISORY NOTICE TO POLICYH

BUSINESS OWNERS
PB 04 30 05 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

PREMIER BUSINESS OWNERS PROPERTY COVERAGE FORM

NOTICE

YOU RISK THE LOSS OF CERTAIN INSURANCE COVERAGE AT PREMISES DESIGNATED IN THE DECLARATIONS IF YOU FAIL TO MAINTAIN ANY OF THE APPLICABLE PROTECTIVE SAFEGUARDS, LISTED BY SYMBOL IN THE DECLARATIONS FOR EACH PREMISES.

TO AVOID POTENTIAL LOSS OF COVERAGE YOU MUST REPORT ANY PROTECTIVE SAFEGUARD SUSPENSION OR DISABLEMENT BY CALLING 1-866-322-3214

Your acceptance of this policy in the payment of premium when due constitutes your understanding and acknowledgement that you risk the loss of certain insurance at the premises designated if you fail to maintain the protective safeguard and your acceptance and agreement with the terms of this endorsement.

SCHEDULE

Prem. / Bldg. No. Description of P-9 Protective Safeguard:

- A. **CONDITION.** As a condition of this insurance, you are required to maintain the applicable protective devices or services for fire, denoted by symbols P-1, P-2, P-3, P-4, P-5, P-8, or P-9; or for burglary and robbery, denoted by symbols P-6 or P-7), as designated at each premises by symbol in the Declarations.
- B. **EXCLUSIONS.** Under Section B, EXCLUSIONS, the following exclusions are added:
 - 1. **FIRE PROTECTIVE SAFEGUARDS**

We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:

 - a. Knew or should have known of any suspension or impairment in any protective safeguard as designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
 - b. Failed to maintain any protective safeguard as designated at each premises by symbol in the Declarations and over which you have control, in complete working order; or
 - c. Add or modify any cooking equipment and operate it prior to adding or extending any Fire Suppression System that is required by code to protect it.
- If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.
- 2. **BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS**

We will not pay for loss or damage caused by or resulting from breaking-in or theft if, prior to the breaking-in or theft, you:

 - a. Knew or should have known of any suspension or impairment in any protective safeguard designated at each premises by symbol in the Declarations and failed to notify us of that fact; or
 - b. Failed to maintain any protective safeguard designated at each premises by symbol in the Declarations and over which you had control, in complete working order.

PB 04 30 05 16

C. **PROTECTIVE SAFEGUARD SYMBOLS.** The protective safeguards to which this endorsement applies are identified in the Declarations by the following symbols:

"P-1" **Automatic Sprinkler System** including related supervisory services. Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - 1) Sprinklers and discharge nozzles;
 - 2) Ducts, pipes, valves and fittings;
 - 3) Tanks, their component parts and supports; and
 - 4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
 - 1) Nonautomatic fire protective systems; and
 - 2) Hydrants, standpipes and outlets.

"P-2" **Automatic Fire Alarm**, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

"P-3" **Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

"P-4" **Service Contract** with a privately owned fire department providing fire protection service to the described premises.

"P-5" **Watchman Service** based on contract with a privately owned security company providing premises protection services to the described premises.

"P-6" **Local Burglar Alarm** protecting the entire building which in the event of an unauthorized or attempted entry at the described premises, triggers a loud sounding gong or siren, or a visual device, on the outside of the building.

"P-7" **Central Station Burglar Alarm** protecting the entire building which, in the event of an unauthorized or attempted entry at the described premises, will automatically transmit an alarm signal to an outside Central Station or police station.

"P-8" **Fire Suppression System**, including related supervisory services. Fire Suppression System means any automatic fire protective or extinguishing system designed to protect cooking equipment (i.e. cooking surfaces, deep fat fryers, grease ducts and hoods) including connected:

- a. Sprinklers and discharge nozzles;
- b. Ducts, pipes, valves and fittings; and
- c. Tanks, their component parts and supports.

"P-9" The protective system described in the Schedule of this endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

BUSINESS OWNERS
PB 20 02 11 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOOD SERVICE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

PREMIER BUSINESS OWNERS PROPERTY COVERAGE FORM

SCHEDULE

Coverage Description		Limit of Insurance	Deductible
Credit Card Forgery		\$5,000	\$500
Credit Card Slip Theft, Disappearance or Destruction		\$5,000	\$500
Automatic Extinguishing System Protecting Cooking Equipment			
Recharge Expenses		\$5,000	\$500
Clean-up Expenses (Accidental Discharge)		\$5,000	\$500
Loss of Income from Discharge		\$5,000	\$500
Food Contamination – Loss of Income	Per Described Premises Annual Policy Aggregate	\$10,000 * \$50,000 *	24 hour wait
– Restoration Expenses		\$10,000	\$500
– Additional Advertising Expense		\$5,000	\$500
– Inoculation Expense Reimbursement		\$5,000	\$500
Spoilage from Power Outage		\$10,000 *	\$500

* If a higher limit was purchased for Food Contamination – Loss of Income or Spoilage from Power Outage, the limit for such coverage would be shown in the Declarations – however the Deductible remains unchanged.

A. OPERATION OF THIS ENDORSEMENT

This Food Service PLUS Endorsement provides the coverage described herein only at your covered restaurant premises. Restaurant includes, but is not limited to, the following styles of service under which you prepare and serve food to the public: fine dining, family, buffet, fast food, pizza parlor, bagel shop, deli, sandwich shop, micro brewery or ice cream shop.

B. The following is added to the PROPERTY COVERAGE FORM:

- Under Section A. COVERAGES, the following is added to 5. ADDITIONAL COVERAGES:

a. Credit Card Forgery

(1) We will pay for loss involving written instruments required in conjunction with your customers' credit, debit or charge card resulting directly from forgery or alteration of such written instruments by your customers.

- (2) The following exclusion is added: We will not pay for loss arising from any credit, debit or charge card transaction if you have not complied fully with the provisions, conditions or other terms of the card issuer.
- (3) In Section A. COVERAGES, under 2. PROPERTY NOT COVERED, item b. does not apply to this Credit Card Forgery Additional Coverage.
- (4) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance shown in the Schedule of this endorsement.
- (5) All loss caused by any person or in which that person is involved, whether the loss involves one or more instruments, is considered one occurrence.

PB 20 02 11 14

b. Credit Card Slip Theft, Disappearance or Destruction

- (1) We will pay for loss of written instruments required in conjunction with any credit, debit, or charge card at the described premises resulting directly from theft meaning any act of stealing, disappearance or destruction.
- (2) In addition to the LIMITATIONS and EXCLUSIONS applicable to property coverage, we will not pay for loss:
 - (a) Resulting from accounting or arithmetical errors or omissions; or
 - (b) Due to the giving or surrendering of property in any exchange or purchase.
- (3) In Section A. COVERAGES, under 2. PROPERTY NOT COVERED, item b. does not apply to this Credit Card Slip Theft, Disappearance or Destruction Additional Coverage.
- (4) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance shown in the Schedule of this endorsement.
- (5) You must keep records of all written instruments so we can verify the amount of any loss or damage.
- (6) All loss:
 - (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts;
 is considered one occurrence.

c. Automatic Extinguishing System Protecting Cooking Equipment

(1) Recharge Expenses

We will pay your necessary expenses to recharge an automatic extinguishing system that protects cooking equipment when discharged as designed or if discharged accidentally.

(2) Clean up Expenses

We will pay your necessary expenses to clean up a described premises after an accidental discharge of an automatic extinguishing system that protects cooking equipment. The cleanup expenses must relate directly to such discharge.

(3) Lost Income from Discharge

We will also pay for actual loss of Business Income you sustain due to a suspension of your normal business "operations" during the period of time normally required to clean up and recharge your automatic extinguishing system as a result of its accidental discharge at the described premises.

We will not pay for loss or damage in any one occurrence separately for each of these Automatic Extinguishing System Protecting Cooking Equipment Additional Coverages until the amount of loss or damage exceeds the applicable Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance shown in the Schedule of this endorsement for that coverage.

d. Food Contamination

(1) Loss of Income. If your covered restaurant premises are affected as a direct result of an "announcement" of "food contamination", we will pay the loss of "business income" you sustain due to the necessary suspension of your "operations". This coverage will begin 24 hours after the date of the "announcement" and ends on the date when "business income" is restored to 95% of the level of the corresponding period in the year prior to the "announcement", in any event not to exceed 12 months.

The most we will pay for your loss of "business income" is the Per Described Premises Limit of Insurance shown in the Schedule of this endorsement, subject to the Annual Policy Aggregate shown in the Schedule of this endorsement.

PB 20 02 11 14

HOWEVER, if a limit of insurance is shown at a premises described in the Property Declarations for Food Contamination – Loss of Income, that limit replaces the Food Contamination – Loss of Income limit of insurance shown in the Schedule of this endorsement for that described premises.

- (2) If one of your covered restaurant premises is closed by the Board of Health or any other governmental authority having jurisdiction as a result of the discovery or suspicion of "food contamination", for that described premises, we will:
 - (a) **Restoration Expenses**
 - (i) Pay your expense to clean your equipment as required by the Board of Health or any other governmental authority;
 - (ii) Pay your cost to replace the food which is, or is suspected to be, contaminated;
 - (iii) Pay your expense to provide necessary medical tests for your exposed employees (including temporary or leased employees) and inoculations for your infected employees (also including temporary or leased employees) who are potentially infected by the "food contamination".
However, we will not pay for any expense that is otherwise covered under your Workers' Compensation Policy;
 - (b) **Additional Advertising Expenses.** Pay your additional advertising expenses you incur to restore your reputation.
 - (c) **Inoculation Expense Reimbursement.** Reimburse your reasonable expenses incurred for inoculation of your restaurant patrons by a licensed medical professional because of "food contamination" alleged by such patrons to have been transmitted or caused by ingestion of your food.

HOWEVER, this coverage does not apply to you, your employees (including temporary or leased employees) or, unless they are an affected patron, members of either's household.

- (d) **Limits and Deductibles.** Separately as regards to paragraphs (a), (b) and (c) and described premises, we will not pay for loss or damage until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of each Deductible up to the Limit of Insurance shown in the Schedule of this endorsement.
- (3) We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority having jurisdiction as a result of the discovery or suspicion of "food contamination" at a described premises.
- (4) **Additional Definitions.** As used in this endorsement:
 - (a) **"Announcement"** means a declaration by a Board of Health or any other governmental authority having jurisdiction, or a publication or broadcast by the media, of the discovery or suspicion of "food contamination" at a described premises or at a location of the same type, trade name and operation. Any and all "announcements" concerning the same event or a series of related events, regardless of the number of locations or individuals affected, shall be considered one "announcement". Any such "announcement" must occur during the policy period.
 - (b) **"Food contamination"** means an outbreak of food poisoning or food related illness of one or more persons arising out of:
 - (i) Tainted food you distributed or purchased;

PB 20 02 11 14

ACP BPFL3018571932

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Page 3 of 5

43 04855

PB 20 02 11 14

- (ii) Food which has been improperly processed, stored, handled or prepared in the course of your business operations; or
- (iii) Food which has been contaminated by virus or bacteria transmitted through one or more employees, including temporary or leased employees.

e. Spoilage from Power Outage

- (1) We will pay for loss of or damage to "perishable stock" at a premises described in the Declarations, caused by "power outage" if the "perishable stock" is:
 - (a) Owned by you and used in your business; or
 - (b) Owned by others and in your care, custody or control, however, such property is not covered for more than the amount for which you are legally liable, plus the cost of labor, materials or services furnished or arranged by you on that property.

HOWEVER, "perishable stock" does not include property located:

- (i) On buildings; or
- (ii) In the open.

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance shown in the Schedule of this endorsement.

HOWEVER, if a limit of insurance is shown at a premises described in the Property Declarations for Spoilage From Power Outage, that limit replaces the Spoilage From Power Outage limit of insurance shown in the Schedule of this endorsement.

- (2) As used in this Spoilage from Power Outage Additional Coverage:
 - (a) "Perishable Stock" means property:

- (i) Maintained under controlled temperature or humidity conditions for preservation; and
- (ii) Susceptible to loss or damage if the controlled temperature or humidity conditions change.

(b) "Power Outage" means change in the temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the premises described, due to conditions beyond your control.

HOWEVER, "power outage" does not include interruption of electrical power caused by or resulting from an "accident" to "covered equipment" under the Equipment Breakdown Additional Coverage.

- (3) The following additional exclusions apply to this Spoilage from Power Outage Additional Coverage:

We will not pay for loss or damage caused by or resulting from:

- (a) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- (b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- (c) The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (i) Lack of fuel; or
 - (ii) Governmental order.
- (d) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- (4) The coverage provided by this Spoilage from Power Outage Additional Coverage is excess over any other valid and collectible insurance.

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All terms and conditions of this policy apply unless modified by this endorsement.

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PB 20 02 11 14

Page 5 of 5

ACP BPFL3018571932

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BUSINESSOWNERS
PB 63 08 09 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Specifically identified substances or materials

The definition of "pollutants" is replaced by the following:

"Pollutants" means any organic or inorganic substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, fibers, particles, sludge, by-products, waste (as currently defined at 40 C.F.R. § 261.2 and § 261.3 and as may be amended) and any substances or materials identified in the Schedule. Waste includes, without limitation, materials that have been, or are to be, recycled, reconditioned or reclaimed.

"Pollutants" includes, but is not limited to, adhesives; ammonia and ammonia solutions; dry cleaning solvents (including but not limited to: Stoddard, 1, 1, 2-trichloro-1,2,2-trifluoroethane, tetrachloroethylene, perchloroethylene, and methyl chloroform); cleaning solutions; detergents, soaps and solvents; coatings, finishes and sealants (including, but not limited to; lacquer, paints, polishes, resins, shellac, varnish and wax); dyes, inks and stains; mercury and compounds containing mercury (including, but not limited to; methylmercury, dimethylmercury, ethylmercury); polychlorinated biphenyls; ketones (all compounds and isomers including, but not limited to: acetone,

PB 63 08 09 10

methyl acetone, cyclohexanone, diethyl ketone, ethylmethyl ketone, methyl isobutyl ketone, methyl isopropyl ketone, methyl propyl ketone, methyl vinyl ketone, methyl propanone); fertilizer and soil amendments; fungicides, herbicides, insecticides, and pesticides; garbage, refuse and trash (including, but not limited to: household, commercial, industrial); sewage; biological waste; inert gases; natural gas, natural gas by-products and natural gas derivatives (including, but not limited to: butane, propane, LPG); petroleum, petroleum by-products, and petroleum distillates (including, but not limited to: diesel fuel, gasoline, heating oil, kerosene, grease, lubricants, propane, LPG, motor oil, mineral oil, mineral spirits, tar, asphalt, naphtha and naphtha compounds); brake fluid (glycol mineral oil or silicon based); coolants (including, but not limited to ethylene glycol and propylene glycol); hydraulic fluid (composed of mineral oil or natural oil base stocks); transmission fluid (mineral oil or synthetic); exhaust particulate matter and gases (including, but not limited to: carbon dioxide, carbon monoxide, hydrocarbons, nitrogen oxides, ozone); refrigerants (including, but not limited to: anhydrous ammonia, any chlorofluorocarbons, hydro-chlorofluorocarbons, perfluorocarbons); wood preservatives (including, but not limited to: alkaline copper quat, creosote, chromated copper arsenate, pentachlorophenol); alcohols; bromine and compounds of bromine; chlorine and compounds of chlorine; fluorine and

compounds of fluorine; metals and compounds of metal (including but not limited to: arsenic, cadmium, chromium, copper, thallium, selenium); brine; peroxides; nano fibers, particles and tubes; and radioactive material.

In addition, "pollutants" includes, but is not limited to, hazardous substances listed in the Comprehensive Environmental Response, Compensation, And Liability Act (CERCLA) 2007 Priority List (and any future priority lists); list of hazardous wastes in the Federal Code of Regulations Title 40, §261.30-261.35; U.S. Environmental Protection Agency Chemical References Complete Index; and U.S. Department of Health And Human Services Agency For Toxic Substances, and any other substance which has been, is, or becomes in the future the subject of any law, statute, regulation, ordinance or other governmental enactment concerning the presence of toxic, hazardous, damaging or harmful substances in the soil, air, atmosphere, biota or water (whether indoors or out, above, at or below ground-level) or is alleged to be toxic, hazardous, damaging or harmful to human health or to the soil, air, atmosphere, biota, or water (whether indoors or out, above, at or below ground-level).

The definition of "pollutants" applies whether or not the "pollutant" has any function in your business, operations, premises, site or location.

All terms and conditions of this policy apply unless modified by this endorsement.

THEISEN & ASSOCIATES
ATTORNEYS AT LAW

January 27, 2020

Nationwide Insurance Company
Allied Insurance Company of America
Attn: Legal Department
PO Box 182068
Columbus, OH 43218-2068

RE: Our Client: **Synergy Restaurant Group, LLC**
Your Claim No.: **127514-GJ**
Date of Loss: **6/7/2019**

Dear Nationwide Insurance Company and Allied Insurance Company:

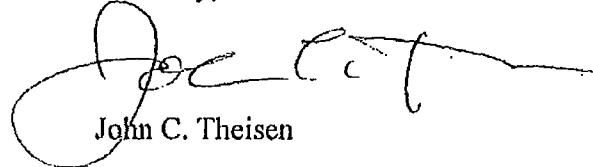
Our law firm has been retained by Synergy Restaurant Group, LLC ("Synergy") with respect to its claims against Nationwide Insurance Company ("Nationwide") and Allied Insurance Company of America ("Allied") for failure to pay amounts due under its policy of insurance with Nationwide and Allied under policy number ACP BPFL3018571932 ("Policy").

It is Synergy's position that Nationwide and Allied have failed to pay approximately \$153,000 (one hundred fifty three thousand dollars) due under the Policy coverages relating to damages from a fire at its Rally's restaurant located at 5607 South Anthony Blvd. in Fort Wayne, Indiana. It is also our client's intention to pursue a claim against Nationwide and Allied for breach of the duty of good faith and fair dealing with respect to the handling of this claim.

Prior to commencing formal legal proceedings, which will be expensive and time consuming for all parties concerned, we wanted to contact Nationwide and Allied to let you know of our intentions, and to determine if you had any interest in resolving these claims prior to the filing of a lawsuit.

We look forward to hearing from you.

Sincerely,



John C. Theisen

JCT/sdm